

## INDIANA GENERAL ASSURANCES

**The parties referred to in this document are the United States Department of Education (USDOE), the Indiana Department of Education (IDOE), and the local educational agency (LEA). IDOE may make funds available to the LEA for programs operated by the LEA in accordance with requirements applicable to such programs. The LEA assures, if awarded a grant, subgrant, or contract that:**

1. The LEA will administer the programs in compliance with all applicable Federal and State statutes, amendments, regulations, policies, program plans, and applications. [ESEA, Title IX, section 9306]
2. The control of funds provided to the LEA under each program and title to property acquired with those funds will be in a designated eligible recipient (such as a public agency, institution, or organization, if the law authorizing the program provides for assistance to those entities), and a designated eligible recipient will administer those funds and property. [NCLB, Title IX, sec. 9306]
3. The LEA will adopt and use proper methods of administering each program, including
  - The enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
  - The correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. [Title IX, sec. 9306]
4. The LEA will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each program. [Title IX, sec. 9306]
5. The LEA will comply with the Single Audit Act (31 USC 7501-7507), and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
6. In the event of a sustained audit exception, and upon demand of IDOE, the LEA shall reimburse IDOE for that portion of the audit exception attributable under the audit to the LEA. The LEA agrees to hold IDOE harmless for any audit exception arising from the LEA's failure to comply with applicable regulations. [ESEA, Title IX, section 9304 (a)(3)(5)]
7. The LEA will furthermore use procurement practices and competitive bidding practices as required by 34 CFR 80.36(b)-(i) (EDGAR) and applicable State and local procurement regulations.

8. The LEA will cooperate in carrying out any evaluation of each program conducted by or for IDOE, the USDOE, or other federal officials and will make reports to IDOE and to the USDOE as may reasonably be necessary to enable IDOE and USDOE to perform their duties. [ESEA, Title IX, section 9306]
9. The LEA will maintain records, provide information, and afford access to the records as the IDOE or USDOE may reasonably require to carry out IDOE's or USDOE's duties. [ESEA, Title IX, section 9306]
10. Before the application was submitted, the LEA afforded a reasonable opportunity for public comment on the application and considered such comment. [ESEA, Title IX, section 9306]
11. In planning and carrying out activities under the Federal program, the LEA will provide reasonable opportunities for participation by teachers, parents, and other interested agencies, organizations and individuals as the individual program statute may require.
12. Consistent with State and local law, any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and to other members of the general public. [20 USC 1231d (b)(6)]
13. The LEA has adopted effective procedures for:
  - Acquiring and disseminating to teachers and administrators participating in each program, significant information resulting from educational research, demonstration and similar projects; and
  - Adopting, if appropriate, promising educational practices developed through those projects. [20 USC 1231e (b)(8)]
14. The LEA may not use its Federal or State funding to pay for any of the following:
  - Religious worship, instruction, or proselytization;
  - Equipment or supplies to be used for such purposes; or
  - Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities. [ESEA, Title IX, section 9306]
15. The LEA shall coordinate, to the extent possible, each of its projects with other activities and services available from other local, State, Federal programs for the same target groups. [ESEA, Title IX, section 9306]
16. The LEA will comply with the Civil Rights Act of 1964, Titles VI, VII, and IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act, which prohibit discrimination on the basis of race, color, national origin, age, religion, marital status, sex or disability.

17. The LEA agrees to comply with the following uniform provisions of the No Child Left Behind Act of 2001:
- The provisions of section 9501 concerning the equitable participation of private school children and teachers; [ESEA, Title IX, section 9501; Title I section 1120]
  - The provision allowing the Boy Scouts of America to have equal access to school and LEA facilities; [ESEA, Title IX, section 9525]
  - Prohibitions concerning using Elementary and Secondary Education Act funds for sex education and dissemination of information and contraceptives in public schools; [ESEA, Title IX, section 9526]
  - The requirements for providing armed forces recruiters with access to students and student recruiting information [ESEA, Title IX, section 9528]; and
  - The maintenance of effort requirements. [ESEA, Title IX, section 9521]
18. The LEA certifies that it is in compliance with Title IX, section 9524, and that it has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in elementary and secondary public schools as set forth in the USDOE *Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools*, dated February 7, 2003. See [http://www.ed.gov.inits/religionandschools/prayer\\_guidance.html](http://www.ed.gov.inits/religionandschools/prayer_guidance.html).
19. The LEA assures that it is in compliance with the state law requiring expulsion from school for a period of not less than one year of any student who is determined to have brought a firearm to school or to have possessed a firearm at school, that it has a policy in effect requiring referral to the criminal justice or juvenile delinquency system of any student bringing a firearm to school, and that it will provide IDOE with an annual report on expulsions for firearms violations. [ESEA, Title IV, sec. 4141]
20. The LEA will comply with all relevant laws relating to privacy and protection of individual rights including 34 CFR Part 99 (Family Educational Rights and Privacy Act of 1974, as amended).
21. The LEA agrees that, except as permitted by ESEA section 1114, Title I, part A, Schoolwide Programs, and ESEA Title IX, section 9203, Consolidation of Funds for Local Administration, no provision of any law shall be construed to authorize the consolidation of any applicable program with any other program, such as the commingling of funds derived from one appropriation with those derived from another appropriation.
22. The LEA will use funds to supplement and not supplant State and local funds expended for educational purposes and, to the extent practicable, increase the fiscal effort that would, in the absence of such funds, be made by the LEA for educational purposes.
23. The LEA will maintain records for three years following submission of a final expenditure report for the period for which the LEA receives funds or until the

completion of any audit, litigation, or other proceeding regarding these funds that is begun before expiration of this three-year period), which show:

- The amount of funds under the subgrant or grant;
- How the LEA uses the funds;
- The total cost of the project;
- The share of that total cost provided from other sources; and
- The LEA's compliance with programmatic requirements governing use of funds. [20 USC 1232f (a)]

24. The LEA is aware that all Federal funds granted to it are conditioned upon the availability and appropriation of such funds by the United States Congress. These funds are subject to reduction or elimination by the Congress at any time, even following award and disbursement of funds. The LEA shall hold IDOE harmless for any reduction or elimination of Federal funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the LEA shall immediately cease further expenditures under any Federal project.
25. The LEA will adopt and use the proper methods of administering the subgrants, including, but not limited to:
  - The enforcement of any obligations imposed by law;
  - The correction of deficiencies in program operations that are identified through program audits, monitoring or evaluation; and
  - The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs. [34 CFR 80.37]
26. Personnel employed as teachers and instructional aides by the LEA or personnel contracted to provide such service to the LEA shall be licensed as required by Indiana law, and otherwise be highly qualified as required by section 1119 of Title I.
27. The LEA agrees that, subject to an opportunity for a hearing, appeal or other administrative action authorized by law, the USDOE or IDOE have the authority to take administrative sanctions, including, but not limited to, suspension of cash payments for the project, suspension of program operations and/or, termination of project operations, as necessary to ensure compliance with applicable laws, regulations and assurances for any project. [34 CFR 80.43]
28. The LEA certifies that persons responsible for the applications for federal funds are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs by any federal department or agency. [34 CFR Part 85]
29. The LEA certifies that no funds have been or will be paid, by or on behalf of the applicant to any person to influence or attempt to influence an officer or employee of any federal or state department or agency. [31 USC 1352]